

Agenda Item # 37

Distribution:
County Board
County Clerk
County Administrator
Finance & Administration (2)

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

COUNTY BOARD, LAKE COUNTY, ILLINOIS

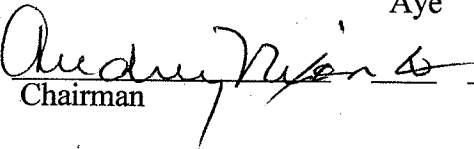
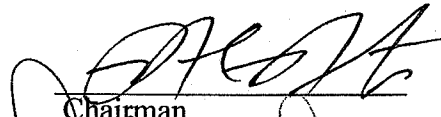
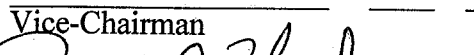
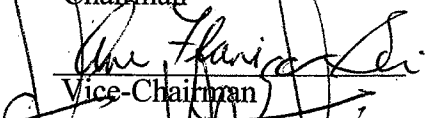
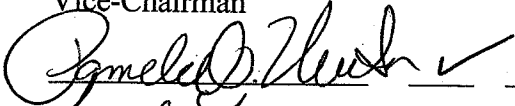

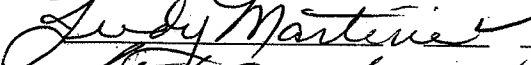

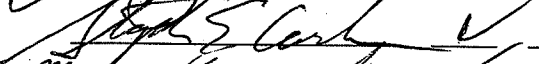

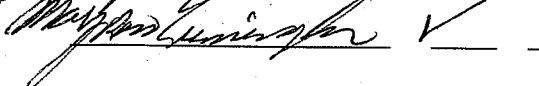

ADJOURNED REGULAR SEPTEMBER, A.D., 2007 SESSION

MARCH 11, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial Committee and Financial and Administrative Committee present herewith an Ordinance authorizing the lease of Bridge House to the Northern Illinois Council on Alcoholism and Substance Abuse; and request its adoption.

Respectfully submitted,

	Aye	Nay		Aye	Nay
 Chairman			 Chairman	X	
 Vice-Chairman			 Vice-Chairman		
 ✓			 X		
 ✓			 ✓		
 ✓			 ✓		
 ✓			 ✓		
Law and Judicial Committee			Financial & Administrative Committee		

**Ordinance for the Lease of Bridge House to the
Northern Illinois Council on Alcoholism and Substance Abuse**

Whereas, Section 5/5-1049.2 of the Counties Code provides that a county board may lease county real estate for a term not exceeding ninety-nine (99) years when, in the opinion of the county board, the lease is in the best interests of the county (55 ILCS 5/5-1049.2); and

Whereas, the authority to lease must be exercised by an Ordinance passed by three-fourths of the county board members then holding office; and

Whereas, since 1972, Lake County has leased the property commonly known as Bridge House to the Northern Illinois Council on Alcoholism and Substance Abuse ("Nicasa" or "Lessee"); and

Whereas, on the leased premises, Nicasa operates a community-based residence for men and women recovering from alcohol or other drug dependency. At Bridge House, residents gain the skills necessary to overcome obstacles that have kept them from becoming productive, law-abiding and well-adjusted members of society. These obstacles include not only addiction, but also its common side effects including unemployment, homelessness and criminal behavior; and

Whereas, in lieu of rental payments, Nicasa provides residential services at no cost to no fewer than three, and customarily more than five residents referred by Lake County agencies including but not limited to the Lake County Addictions Treatment Program and the Nineteenth Judicial Circuit "Drug Court". .

Whereas, the members of this Lake County Board find that it is in the best interests of Lake County to renew the County's lease with Nicasa to enable Nicasa to continue to provide its important public service.

Now Therefore, Be it Ordained by this Lake County Board that in consideration of the mutual covenants and agreements stated in this Ordinance, the property commonly known as Bridge House will be leased to Nicasa on the following terms:

LESSEE

Northern Illinois Council on
Alcoholism & Substance Abuse
a Not-for-Profit Corporation
31979 N. Fish Lake Road
Round Lake, IL 60073
Attn: Executive Director

LESSOR

County of Lake
a Unit of Local Government
Lake County Administration Building
18 N. County Street
Waukegan, IL 60085
Attn: County Administrator

TERM: Ten-Year Lease

BEGINNING: April 1, 2008

ENDING: March 31, 2018

RENT: \$3,600 per month, payable on April 1, 2008, and monthly thereafter. In lieu of rent, however, Lessee shall provide no fewer than three (3) beds per day at no cost for referrals made by agencies of the County of Lake. In exchange for providing these services, Lessee shall be entitled to a credit towards the rent due under this Lease in the amount of \$3,600 for each month that this Lease shall remain in effect.

DESCRIPTION OF
THE PREMISES:

The premises located at 3016 Grand Avenue, Waukegan, Illinois, 60085, inclusive of the grounds, buildings, and appurtenances and more particularly described as follows: Starting at a point on the West fence line 20' North of the North end of the garage, thence East to a North/South line drawn through the center of the fire hydrant, thence South 210', thence West to the fence; thence North to the point of beginning. In the event the garage is removed, the applicable reference point shall be the north end of the cement slab on which the garage was formerly situated.

TERMINATION: Either party may terminate this Lease by providing one year advance written notice. Lessor may also terminate this Lease as otherwise provided herein.

A. Lessee covenants and agrees:

1. To Continue Serving a Public Purpose: Lessee will use the premises only for the public purpose described above and will maintain its status as a not-for-profit corporation serving members of the public without discrimination on account of race, color, creed, religion, national origin, sex or handicap.
2. To Pay Rent or Provide Services: Lessee will pay the rent or provide services at the times and in the manner-aforesaid, except only in the event of unavoidable casualty which causes the Premises to be untenable for the described purpose.

In lieu of rent, Lessee shall provide quarterly reports to Lessor at the address listed above to confirm that it has provided no fewer than three (3) beds per day at no cost for referrals made by agencies of the County of Lake. Each quarterly report shall identify the County Referral Agency, Client Number and Number of Days in residence per client by month.

3. To Accept the Premises in its Current Condition: Lessee is familiar with the Premises and is satisfied with the current physical condition of the Premises. Lessee agrees to accept the Premises in its current condition.
4. To Pay Operating Expenses: Lessee will pay all charges connected with its operation of the Premises, including all license, permit and inspection fees, occupation and license taxes, and all water, sewer, gas, oil, telephone and electric charges. Lessee will cause all meters and accounts for water, sewer, gas, oil, telephone, electricity and other similar services to be maintained in Lessee's name.
5. To Comply With All Codes: Lessee will comply, at its own expense, with all state, county, and municipal codes, ordinances, rules and regulations concerning the Premises and Lessee's use of the Premises.
6. To Maintain and Repair: Lessee will, at its own expense, keep the Premises in such repair and cleanliness as the Premises are in at the commencement of the Term, or as improved by agreement during the term, reasonable wear and tear excepted. Lessee shall be responsible for all yard maintenance including lawn care and snow and ice removal on sidewalks and parking areas.
7. Not To Make Alterations, Place Signs, etc.: Lessee will not make any alterations, improvements or additions in or to the Premises without first obtaining the written consent of the Lessor, or suffer any holes to be made or drilled in the outside stone or brick work, or suffer any signs to be placed upon the Premises or adjacent grounds except as the Lessor, acting through its County Administrator, shall approve in writing beforehand. Any approved alterations, improvements or additions shall be at Lessee's expense.
8. Not To Suffer Unlawful Use or To Endanger Insurance: Lessee will not make or allow any unlawful, improper, or offensive use or occupancy of the Premises, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Premises or to increase the premium thereof.
9. Not To Injure or Overload: Lessee will not injure, overload or deface the Premises or allow the Premises to be injured, overloaded, or defaced.
10. Not to Assign: Lessee will not assign, sublet, or part with the possession of all or any part of the Premises.
11. To Permit Lessor to Enter: Lessee will permit Lessor at all reasonable times to enter the Premises to conduct inspections or make repairs or alterations which the

Lessor may see fit to make. Lessee shall reimburse Lessor for repairs which Lessor deems necessary for life, health and safety.

12. To Return the Premises in Good Repair: At the termination of the Lease, the Lessee will peaceably return to the Lessor the Premises, including all erections and additions made upon the same, in good repair in all respects, reasonable wear and tear excepted, as the same are in now or may be placed; and that the Lessee shall not seek to recover from Lessor any costs incurred by Lessee for any improvements to the Premises made by Lessee except as provided in Section B(2) of this Lease.
13. Property and Persons on Premises at Lessee's Risk: All property of any kind that may be on the Premises during the continuance of this Lease shall be at the sole risk of the Lessee, and Lessor shall not be liable to Lessee or any other person for any injury, loss, or damage to property or for injury to any person, on approaching or leaving the Premises.
14. Assent Not Waiver of Future Breach of Covenants: No assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.
15. To Pay Costs of Collection: Should the Lessor be compelled to commence or sustain any action of any kind to collect the rent or costs of repairs or parts thereof, or to dispossess the Lessee or to recover possession of the Premises, the Lessee shall pay all costs, including attorney's fees and all costs fixed by the Court, in connection therewith.
16. To Maintain Insurance:
 - (a) Lessee shall maintain insurance with respect to the leased premises and its operations thereon for the duration of this Lease and any extensions thereof. The required insurance shall be issued by a company or companies qualified to do business in the State of Illinois and carrying a rating of A:XII, at minimum, in the most recent publication of Best's Insurance Guide.
 - (b) The insurance required to be maintained by Lessee shall be in the following types and amounts:
 - (i) Worker's Compensation Insurance providing limits of liability not less than those required by statute.

- (ii) Commercial General Liability Insurance, in a broad form, to include coverage for the following where the exposure exists: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Property Damage, and Contractual Liability, with limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in aggregate.

- (iii) Automobile Liability Insurance, in a broad form, covering the liability of the Lessee for personal injuries, including death, and for loss or damage to property arising in connection with the operation of owned and non-owned vehicles, with limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in aggregate.

- (iv) Property Insurance for physical damage to the property of the Lessor, including improvements and betterments to the leased Premises, with limits of liability not less than the actual cash value of the property as determined by Lessor.
- (v) With respect to loss or damage by fire or lightning or other natural occurrence including but not limited to flooding or hailstorm, and in the event the leased Premises, or a substantial part thereof, shall be destroyed or rendered untenable by fire or other casualty, the Lessor may, at its option, elect to rebuild or repair the Premises or to terminate this Lease immediately. Lessor shall not be responsible to Lessee because of loss of occupancy or for loss of or damage to property of the Lessee which may result from fire or other casualty nor for any theft or similar act. If Lessee receives proceeds from Insurance for property damage to Lessor's property, Lessee must forward that compensation to Lessor.
- (vi) In the event of partial destruction or damage of the Premises from other than natural causes, during the term thereof, such damage shall not terminate this Lease and Lessee shall continue to provide services as described above. Lessee shall also be responsible for the cost of repairs to the extent the damage was caused by Lessee's activity on the Premises. In addition, Lessee shall be responsible for all repairs to Lessee's property as a result of damage by natural causes and/or by Lessee's activities.

(c) Lessee agrees that, with respect to the above required insurance, the Lessor shall:

- (i) Be named as Additional Insured as its interest may appear;
- (ii) Be provided with endorsements with respect to the insurance requirements set forth above to ensure the listing of the Lessor as an Additional Insured;
- (iii) Be provided with thirty (30) calendar days advance notice, in writing, of cancellation or of any change;
- (iv) Be provided with Certificates of Insurance evidencing the above required insurance, prior to the commencement of this Lease and thereafter with certificates evidencing renewals or replacements of the policies of insurance at least thirty (30) calendar days prior to the expiration or cancellation of any such policies. The Notices and Certificates of Insurance shall be provided to Lessor at the address listed above.

17. To Indemnify Lessor: Lessee agrees to fully indemnify, save and hold harmless Lessor from and against all liability, loss, cost, damage and expense sustained by Lessor, including attorney's fees and other expenses incidental to the investigation and other expenses of litigation, arising prior to the termination of the Lease term and delivery to Lessor of possession of the Premises:

- (a) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or property resulting from the use or occupancy of the Premises;
- (b) Arising out of, or directly or indirectly due to, any maintenance, repair work or construction work done by the Lessor or Lessee in or about the Premises;
- (c) Arising out of, or directly or indirectly due to, any failure of the Lessee in any respect to promptly and faithfully satisfy its obligations under this Lease;
- (d) On account of or through the use of the leased Premises or improvements by the Lessee in any way which is inconsistent with the provisions of this Lease or the rules and regulations adopted by the Lessor;

Further, the Lessee shall give the Lessor written notice within seven (7) calendar days of any such claims or actions. The Lessor shall have the right to investigate, compromise and defend the same to the extent of its own interest.

This provision is not intended to create any cause of action in favor of any person against the Lessee or to enlarge in any way the Lessee's liability. This provision is intended to provide for the indemnification of the Lessor from all liability, loss, cost, damages and expenses of any nature for damage to any person or property arising from the Lessee's use or occupancy of the Premises.

18. To Termination of Lease for Cause: This Lease shall terminate thirty (30) days after Lessor has provided written notice to Lessee of Lessee's failure to comply with any term or condition of the Lease, unless Lessee shall have corrected such failure to Lessor's satisfaction within the thirty (30) day period.
19. To Abide by Lessor's Rules: Lessee and Lessee's employees, agents, visitors, invitees, licensees and clients shall observe faithfully, and comply strictly with such reasonable rules and regulations as Lessor may from time to time adopt, and that notice of any additional rules or regulations shall be given in writing. Any rules or regulations adopted by the Lessor shall become effective immediately and shall have the full force and effect as the terms and conditions of this Lease. Failure of the Lessee, its employees, agents, visitors, invitees, licensees and clients to observe and strictly comply with the rules and regulations of the Lessor shall be grounds for the Lessor to immediately terminate this Lease, notwithstanding any other provision of this Lease to the contrary.
20. Not to Encumber the Premises: Lessee shall not act in any manner that could encumber the title of the Lessor in and to the Premises, including but not limited to conduct that could give rise to encumbrances through any mechanics, laborer's or materialman's lien on account of labor or material furnished to Lessee in connection with work of any type performed or claimed to have been performed on the Premises by, or at the direction of Lessee. In the event of the filing of such a lien, Lessee shall promptly pay the amount of the lien and obtain a release of the lien claim. If the Lessee fails to obtain a release of the lien claim within ten (10) days after receipt of Lessor's written demand, or if the Lessee fails to provide confirmation satisfactory to Lessor that Lessee is defending against the lien, Lessor shall have the right, but not the obligation, to pay the lien or any portion thereof and Lessee shall reimburse Lessor within ten (10) days of Lessee's receipt of Lessor's written demand for payment.

B. Lessor covenants and agrees:

1. Lessee shall be entitled to peaceably hold and enjoy the premises.
2. In the event this Lease is terminated by Lessor prior to March 31, 2018, Lessor shall reimburse Lessee a pro rata share of Lessee's expenses for alterations, improvements or additions made by Lessee during the term that Lessor agrees in writing beforehand are not cosmetic in nature or routine maintenance and for which the advance written consent of Lessor has been obtained. The pro rata reimbursement shall be determined based on the following formula:

The cost of improvements as approved in writing by Lessor divided by (the number of months that the Lessee has had use of the improvements plus the number of months remaining on the unexpired lease) multiplied by the lesser of the number of months remaining on the lease or thirty-six (36) months.

Lessor shall not be required to reimburse Lessee for any expenses for any alterations, improvements or additions made without the prior written consent of the Lessor, or if there is no termination of the Lease by Lessor prior to the expiration of the term of the Lease, or if the Lessor terminates the Lease.

C. Lessor and Lessee agree that:

1. Time is of the essence in all provisions of this Lease.
2. Any notice, report, certificate or other communication required to be sent pursuant to this Lease shall be by registered letter addresses listed above.
3. All the agreements between the parties hereto in connection with this Lease are contained herein and this Lease may be modified only in writing through an amendment approved by the parties.
4. This Lease shall become effective upon its execution by Lessor through the Chairman of the Lake County Board, and by Lessee through an individual having authority to enter into contracts on its behalf, and shall continue until terminated in accordance with the provisions contained herein above or until the expiration of the term of the Lease, whichever occurs first.

5. The undersigned individuals represent that they are fully authorized and empowered to execute this Lease on behalf of the respective parties.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11th day of

March, 2008.

LESSOR

COUNTY OF LAKE
a unit of Local Government

By: _____
SUZI SCHMIDT
Chairman, Lake County Board

ATTEST: _____
WILLARD R. HELANDER
COUNTY CLERK

LESSEE

NORTHERN ILLINOIS COUNCIL ON
ALCOHOLISM AND SUBSTANCE ABUSE
a Not-for-Profit Corporation

By: _____
Executive Director

ATTEST: _____